

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

---

Case No. 04-33800 GFK  
Chapter 7

In Re:

David Elwood Rancour and  
Anissa Joal Rancour,

Debtors.

---

**NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY**

---

TO: Debtors David Elwood Rancour and Anissa Joal Rancour; their attorney; United States Trustee; and all other entities specified in Local Rule 1204 (a):

1. General Motors Acceptance Corporation, ("GMAC") a secured creditor in this Chapter 7 proceeding, by and through duly authorized and undersigned attorneys, moves the Court for the relief requested below, and gives notice of hearing.

2. The Court will hold a hearing on this motion on September 27<sup>th</sup> 2004, at 10:30 a.m., before the Honorable Gregory F. Kishel, United States Bankruptcy Judge, in Courtroom No. 228a United States Courthouse, 316 North Robert Street, St. Paul, Minnesota 55101.

3. Any response to this motion must be filed and delivered not later than September 22<sup>nd</sup> 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or filed and served by mail no later than September 16<sup>th</sup> 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays).

UNLESS A RESPONSE OPPOSING THIS MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 7 case was filed on June 29, 2004. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. GMAC requests relief from the automatic stay under § 362 of the Bankruptcy Code to foreclose its interest in certain personal property owned by GMAC as defined below.

6. GMAC owns and leased to Debtor, Anissa Joal Rancour a 2003 Chevrolet Suburban, VIN# 3GNFK16ZX3G310549 (the vehicle). On September 15, 2003, the Debtor Anissa Rancour executed a lease agreement, payments totaling \$35,502.72, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "A"**. The title evidencing the ownership interest of GMAC in a 2003 Chevrolet Suburban, VIN # 3GNFK16ZX3G310549 is attached hereto as **Exhibit "B"**.

7. The lease agreement is in default for failure to make payments when due since April 2004, a delinquency of \$4,304.40 as of the date of the filing of this motion. On information and belief, the value of the vehicle is \$31,675.00 and the debtor has no equity in the vehicle.

8. The loan is in default for failure to make payments when due. GMAC seeks relief from the automatic stay to foreclose its personal property interest in the vehicle.

9. Pursuant to 11 U.S.C. § 362(d)(1), a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. GMAC believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:

a. GMAC has not been offered and is not being provided with adequate protection for its interest in the vehicle;

b. The vehicle subject to the security interest of GMAC continues to depreciate and decline in value; and

c. GMAC has been unable to verify current proof of insurance on the vehicle; and

d. The debtor has stopped making payments to GMAC.

10. Pursuant to 11 U.S.C. § 362(d)(2), a creditor may be granted relief from the automatic stay, if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the debtors have no equity in the vehicle that is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 7 proceeding.

11. GMAC requests that any order modifying the automatic stay be effective immediately as allowed under Federal Bankruptcy Rule 4001(a)(3).

12. If any testimony is necessary on any of the facts relative to this motion, testimony will be given by C. Kost, or some other representative of the Movant, General Motors Acceptance Corporation.

13. This notice of motion and motion also serves as notice of default as may be required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn. 1980). If the default is not cured before the hearing GMAC will repossess the Vehicle promptly upon the Court signing the Order.

14. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

WHEREFORE, GMAC respectfully moves the Court for an order (i) modifying the automatic stay of 11 U.S.C. §362 so as to permit GMAC to terminate the Lease, take possession and dispose of the vehicle in accordance with Minnesota law, (ii) finding that Bankruptcy Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure is not applicable and (iii) granting such other relief as may be just and equitable.

Dated: September 15, 2004

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn  
Marilyn J. Washburn, #0324140  
7700 Bonhomme Ave., 7th Floor  
St. Louis, MO 63105  
(314) 727-0101  
FAX (314) 727-1086  
Attorneys for GMAC

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

In Re:

Case No. 04-33800 GFK  
Chapter 7

David Elwood Rancour and  
Anissa Joal Rancour,  
Debtors.

---

**MEMORANDUM OF LAW**

---

**INTRODUCTION**

General Motors Acceptance Corporation ("GMAC") has made a motion for relief from the automatic stay. GMAC incorporates herein the facts set forth in the notice of hearing and motion for relief from stay.

There is one loan that is the subject of this motion secured by a security interest in a motor vehicle. The loan is in default for failure to make payments when due. GMAC seeks relief from the automatic stay to foreclose its personal property security interest. There is no equity in the vehicle.

**ARGUMENT**

Pursuant to Section 362(d)(1) of the Bankruptcy Code, relief from the automatic stay shall be granted upon request of a creditor "for cause, including the lack of adequate protection of an interest in property of such [creditor]." 11 U.S.C. Section 362(d)(1). No payments have been made as required by the Leases between the Debtors and General Motors Acceptance Corporation. GMAC has otherwise not been provided with adequate protection of interest in the Vehicle or adequate assurance of future performance under the Lease. Such failure constitutes cause, within the meaning of Section 362(d)(1), entitling GMAC to relief from the stay. **United Savings Assn. of Texas v. Timbers of Inwood Forest Assoc., Ltd. (In re Timbers of Inwood**

**Assoc., Ltd.**), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed.2d 740 (1988). **In Re Reinbold v. Dewey County Bank**, 942 F. 2d 1304, 1306 (8<sup>th</sup> Cir. 1991)

Pursuant to Section 362(d)(2) of the Bankruptcy Code, relief from the stay is also appropriate where no equity exists and the property is not necessary to an effective reorganization. **In re Albany Partners, Ltd.**, 749 F.2d 670 (11th Cir. 1984), **In re Anderson**, 913 F.2d 530,532 (8<sup>th</sup> Cir. 1990). Clearly, no appreciable equity exists in the Vehicle. Finally, as this a Chapter 7 case, the Vehicle is not necessary to an effective reorganization.

### **CONCLUSION**

For all the reasons set forth herein, GMAC is entitled to an order terminating the automatic stay of 11 U.S.C. § 362 and authorizing it to take possession of and terminate its lease regarding the Vehicle in accordance with Minnesota law.

DATED: September 15, 2004

RIEZMAN BERGER, P.C.

**/e/ Marilyn J. Washburn**  
Marilyn J. Washburn, #0324140  
7700 Bonhomme Ave., 7th Floor  
St. Louis, MO 63105  
(314) 727-0101  
FAX (314) 727-1086  
Attorneys for GMAC

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

Case No. 04-33800 GFK  
Chapter 7

In Re:

David Elwood Rancour and  
Anissa Joal Rancour,

Debtors.

---

**UNSWORN DECLARATION FOR PROOF OF SERVICE**

---

Marilyn J. Washburn, an attorney licensed to practice law in this court, and employed by Riezman Berger, with an office address of 7700 Bonhomme Avenue, St. Louis, Missouri 63105, declares that on the date listed below, I served a **Notice of Hearing for Relief from Stay, Memorandum of Law and Proposed Order** upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class postage prepaid and depositing same in the post office at St. Louis, Missouri, addressed to each of them as follows:

(Debtor)  
David Elwood Rancour  
271 Dawn Avenue  
Shoreview, MN 55126

(Chapter 7 Trustee)  
Nauni Jo Manty  
333 S. 7th Street Suite 2000  
Minneapolis, MN 55402

(Debtor)  
Anissa Joal Rancour  
271 Dawn Avenue  
Shoreview, MN 55126

Office of the U.S. Trustee  
1015 U.S. Courthouse  
300 South 4th Street  
Minneapolis, MN 55415

And I declare, under penalty of perjury, that the foregoing is true and correct.

Executed: September 15, 2004.

Signed: /e/Marilyn J. Washburn

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

In Re:

Case No. 04-33800 GFK  
Chapter 7

David Elwood Rancour and  
Anissa Joal Rancour,  
Debtors.

---

**ORDER**

---

The above entitled matter before the Court for hearing on \_\_\_\_\_, 2004, on the motion of General Motors Acceptance Corporation, ("GMAC"), seeking relief from the automatic stay of 11 U.S.C. § 362(a). Appearances are as noted in the Court's record.

Based on the proceedings had on said date, the statement of counsel and all the files and records herein, the Court now find that cause exists entitling GMAC to relief from the automatic stay.

NOW, THEREFORE, **IT IS HEREBY ORDERED** that:

1. The automatic stay of 11 U.S.C. §362(a) is immediately terminated to GMAC and GMAC is authorized to terminate its Lease and take possession of the subject motor vehicle, a 2003 Chevrolet Suburban, VIN #3GNFK16ZX3G310549.

2. Notwithstanding Fed. R. Bankr. P. 4001(a)(3), this Order is effective immediately.

DATED at St. Paul, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

BY THE COURT:

---

Gregory F. Kishel  
United States Bankruptcy Judge



LESSOR (and Co-Lessor) ("You") name and address, including county

Garaging address (if different)

LESSOR (Retailer)

ANISSA JOAL RANCOUR  
271 DAWN AVE  
SHOREVIEW MN 55126 RANNEYN/A  
Principal driver (if business use)  
N/AFRIENDLY CHEVROLET INC.  
7601 HWY 65 NE  
FRIEDLEY MN 55432

ANISSA JOAL RANCOUR

This is an agreement to lease a vehicle. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to everything on the front and back. The "you" and "your" refer to Lessor named above and any assignee. An "assignee" is a person to whom this lease is assigned (if it is assigned).

☐ If this lease is assigned to a third party, the assignee will assign this lease and sell the vehicle to General Motors Acceptance Corporation (GMAC).

☐ If this lease is assigned to a third party, the assignee will assign this lease and sell the vehicle to General Motors Acceptance Corporation (GMAC).

☐ If this lease is assigned to a third party, the assignee will assign this lease and sell the vehicle to General Motors Acceptance Corporation (GMAC).

New/Used	Year	Make & Model	Body Style	Vehicle ID #	Mileage	Primary Use
NEW	2003	CHEVROLET TRUCK SUBURBAN	4WD	3GNEK16Z3G310549	48	<input checked="" type="checkbox"/> Personal, Family, or Household <input type="checkbox"/> Commercial, Business, or Agricultural <input type="checkbox"/> Public Convenience

1. Amount Due at Lease Signing or Delivery (Itemized Below)	2. Monthly Payments	3. Other Charges (not part of your monthly payment)	4. Total of Payments
Your first monthly payment of \$ <u>739.64</u> is due on <u>09/15/2003</u> followed by <u>47</u> payments of \$ <u>739.64</u> due on the <u>15th</u> of each month.	The total of your monthly payments is \$ <u>35602.72</u>	Disposition fee (if you do not purchase the vehicle) <u>N/A</u>	(The amount you will have paid by the end of the lease.) <u>41073.47</u>

5. Amount Due at Lease Signing or Delivery:	6. How the Amount Due at Lease Signing or Delivery will be paid:
a. Capitalized cost reduction: <u>5000.00</u> b. First monthly payment: <u>739.64</u> c. Refundable security deposit: <u>N/A</u> d. Title fees: <u>4.00</u> e. Registration fees: <u>520.96</u> f. Sales tax: <u>N/A</u> g. <u>N/A</u> h. DOC FEE: <u>46.00</u> i. <u>N/A</u> j. Total: <u>6310.39</u>	a. New/Used: <u>N/A</u> b. Payment and non-cash credits: <u>1310.39</u> c. Amount to be paid in cash: <u>5000.00</u> d. Total: <u>6310.39</u>

7. Your monthly payment is determined as shown below:
a. Gross capitalized cost. The agreed upon value of the vehicle (\$ <u>4305.00</u> ) and any items you pay for over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balances) <u>44602.00</u> b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, non-cash credit, or credit you pay that reduces the gross capitalized cost. <u>5000.00</u> c. Adjusted capitalized cost. The amount used to calculate your monthly payment. <u>33602.00</u> d. Residual value. The value of this vehicle at the end of the lease term. <u>16547.86</u> e. Depreciation. The difference between the adjusted capitalized cost and the residual value. <u>23054.14</u> f. Finance charge. The amount charged by the lender for the use of money. <u>10281.80</u> g. Total of lease charges. The sum of the depreciation and the finance charge. <u>33335.94</u> h. Lease payments. The number of payments in your lease. <u>48</u> i. Base monthly payment. <u>694.50</u> j. Monthly sales tax (estimated). <u>24.44</u>

EXHIBIT

A

1. Monthly maintenance fee (estimated) \$0.00

2. Total monthly payment \$0.00

3. Excessive wear and use. You may be charged for excessive wear based on our standards for normal use and for the lease term for \$0.00 per mile.

4. Other important Terms. See your lease agreement for additional information on early termination, vehicle options, and other important terms.

5. Total monthly payment \$0.00

6. Excessive wear and use. You may be charged for excessive wear based on our standards for normal use and for the lease term for \$0.00 per mile.

7. Other important Terms. See your lease agreement for additional information on early termination, vehicle options, and other important terms.

8. Total monthly payment \$0.00

9. Excessive wear and use. You may be charged for excessive wear based on our standards for normal use and for the lease term for \$0.00 per mile.

10. Other important Terms. See your lease agreement for additional information on early termination, vehicle options, and other important terms.

11. ITEMIZATION OF GROSS CAPITALIZED COST

a. Depreciated value of the vehicle \$595.00

b. GMAC administrative fee \$0.00

c. License/registration title fees \$0.00

d. Sales tax \$0.00

e. Other tax (discuss) \$0.00

f. Optional equipment \$0.00

g. Optional maintenance contract \$0.00

h. Optional life insurance \$0.00

i. Optional disability insurance \$0.00

j. Gross Capitalized Cost \$44602.00

12. THE VEHICLE YOU ARE TRADING

a. Gross trade-in value \$0.00

b. Payoff \$0.00

13. OFFICIAL FEES AND TAXES. You will pay for the license, title, registration, testing, and inspection fees for the vehicle. You will pay all taxes on the vehicle that the government levies on you, the vehicle, or the lease. We may collect these fees and taxes from your monthly payments. We may also collect these fees and taxes from the total estimated fees and taxes you must pay at lease start.

14. MAINTENANCE ALLOWANCE

a. Monthly allowance \$0.00

b. Annual allowance \$0.00

c. Monthly allowance \$0.00

d. Annual allowance \$0.00

15. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

16. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

17. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

18. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

19. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

20. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

21. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

22. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

23. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

24. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

25. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

26. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

27. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

28. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

29. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

30. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

31. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

32. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

33. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

34. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

35. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

36. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

37. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

38. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

39. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

40. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

41. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

42. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

43. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

44. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

45. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

46. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

47. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

48. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

49. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

50. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

51. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

52. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

53. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

54. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

55. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

56. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

57. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

58. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

59. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

60. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

61. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

62. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

63. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

64. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

65. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

66. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

67. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

68. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

69. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

70. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

71. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

72. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

73. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

74. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

75. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

76. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

77. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

78. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

79. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

80. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

81. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

82. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

83. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

84. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

85. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

86. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

87. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

88. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

89. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

90. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

91. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

92. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

93. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

94. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

95. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

96. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

97. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

98. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

99. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.

100. SCHEDULED LEASE END DATE. This lease is scheduled to end on 09/14/2007.



MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER & VEHICLE SERVICES DIVISION  
445 MINNESOTA ST., ST. PAUL, MN 55101  
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

VAUL TRUST

PO BOX 8122

COCKEYSVILLE MD 21030

First Class  
US Postage  
PAID  
Permit No 171  
St Paul, MN

\*

ANISSA

1ST SECURED PARTY

LIEN HOLDER

Year	Make	Model	Title No.
03	CHEV	4WK15	H2810R554
3GNFK16ZX36310549		09/15/03	N0
VIN	Security Data	Refault	

RETAIN THIS DOCUMENT - See reverse  
side of this form for removing this lien

GMAC

PO BOX 8122

COCKEYSVILLE MD 21030-8122

EXHIBIT

B

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In re:

Chapter 7 Case

Anissa Joal Rancour & David Elwood Rancour,

Bky. No. 04-33800-GFK

Debtor(s).

**Affidavit**

I, C. Kost, of General Motors Acceptance Corporation, declare under penalty of perjury that the following is true and correct to the best of my knowledge, information and belief.

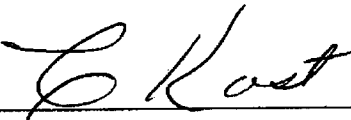
1. General Motors Acceptance Corporation leases to Debtor(s) the following (the "Collateral"):

N03 CHEVK1500 VIN/HIN: 3GNFK16ZX3G310549.

2. \$38,046.61 is the outstanding balance under the contract.
3. \$4,304.40 is the amount of the existing delinquency under the contract.
4. \$31,675.00 is the fair market value of the Collateral.
5. No appropriate insurance has been verified.

Further your affiant sayeth not.

Dated: 8/26/2004

  
\_\_\_\_\_  
C. Kost  
Bankruptcy Specialist  
General Motors Acceptance Corporation

Subscribed and sworn to before me on August  
26, 2004

  
\_\_\_\_\_  
Notary

